

MEMORANDUM OF UNDERSTANDING

Between

Lancaster City Council and Lancaster University

1. PREAMBLE

This Memorandum of Understanding (MoU) describes the non-legally binding agreement between the Parties, Lancaster City Council ('the Council') and Lancaster University ('the University') to develop Schedule A and B as well as related activities.

2. BACKGROUND

The purpose of the MOU is to deepen and widen the collaborative relationships between the University and the Council in working together along with other partners to achieve shared positive social, environmental and economic impact in the Lancaster District.

In practice, we will energise this project through the creation of an Insights Hub (Schedule A) as a virtual space for collaboration; the development of a Collaboration Framework (Schedule B) to support the formal aspects of collaborative projects and initiatives between the Council, University and wider partners; and the implementation of a long-term Forward Plan to provide a foundation for sustained success in collaboration.

Senior representatives of the Parties met from April 2020 onwards to discuss the potential for establishing a strategic partnership.

2.1 Lancaster City Council

The Council is committed to enabling and facilitating positive life experiences and overall wellbeing amongst its communities, with the aim of supporting the Lancaster district as a great place to live, work, visit and study.

The Council has identified four priority areas that contribute to this overall aim:

- A Sustainable District
- An Inclusive and Prosperous Local Economy
- Healthy and Happy Communities
- A Co-Operative, Kind and Responsible Council

Achieving these priorities will be supported by an overall approach of taking action to address the climate emergency; identifying and building community wealth in all its forms; and empowering local communities through engagement.

The Council's central role in the local response to the Covid-19 pandemic has sharpened the focus on achieving positive local outcomes into the future and highlighted the opportunities and needs for impactful collaboration with partners across the widest range of issues experienced by citizens and businesses.

2.2 Lancaster University

One of Lancaster University's three priorities is to engage actively with its communities (including students, businesses, local authorities, health sector, third sector and FE Colleges). The University is a signatory to the Civic Universities Agreement which emphasises the importance of 'place'. As such, the University strives to understand local needs and engage in an active dialogue on an equal footing with partners in the region, building innovative and interdependent relationships that inform and stimulate research and teaching, strengthen local communities, and contribute to the development of a Sustainable, Healthy and Prosperous district and wider region.

2.3 ImaginationLancaster

ImaginationLancaster (a cross-disciplinary design research lab in the University) is a key collaborative partner with the Council. The centre has additional funding from Research England through the strategic Beyond Imagination project to undertake research in the areas of:

- Home and Living
- Community and the Public Sector
- Factory and Workplace
- City and Urban
- Population and policy.

This is complemented by cross-cutting themes of health, sustainability, international and prosperity. The Beyond Imagination project is directly funding a series of initiatives with the Council.

Given the cross-disciplinary nature of ImaginationLancaster; its focus on open, participative design; and the emerging programme of collaborative projects with the Council, ImaginationLancaster will act as an initial focal point for research collaboration.

3. AIMS

In terms of the focus of the collaboration, the Council and the University are committed to exploring the following areas of mutual interest. This MoU aims to provide an initial structure for the Council and the University, alongside an expanding range of partners, to work together on:

1. Creating an 'Insights Hub' for collaborative sharing of ideas, resources and support in pursuing positive local outcomes
2. Developing a Collaboration Framework to support capacity and relationship-building and make it easier for local partners to work together with greater agility and creativity through Collaboration Agreements

3. Pursuing a variety of tangible initiatives that support shared priorities and aims in a coordinated way.

The Parties agree that this will considerably strengthen forward planning to identify developments where Council Priorities and University activities may come to overlap in time, to allow early engagement for the benefit of both Parties.

Following the discussions detailed above, the Parties have agreed to establish this Memorandum of Understanding in relation to exploring and delivering Strategic collaborative activities described below.

4. PROJECTS AND INITIATIVES

The Parties agree to the consideration, development and delivery of initiatives and projects which support shared Council and University priorities across a range of themes including, but not limited to:

- Economic Inclusion and Prosperity
- Environmental Sustainability
- Healthy, Happy and Connected Communities
- Reimagining Public Services.

There will be a focus on driving innovation whilst making best use of resources and maximising funding and commercial opportunities. Parties will consider joint lobbying and promotion and sharing of networks.

There will also be a clear focus on the district not just as a “place” but as an “ecosystem”, where the actions of parties, the development and delivery of initiatives and achievement of outcomes are interconnected and reciprocally impactful.

The Parties reserve the right not to be limited by these themes if other opportunities arise and Parties agree to pursue them.

For the avoidance of doubt, neither party has the authority to commit the other party to any act, responsibility, or liability, nor to use the name/logo of that party unless the other party has given prior authority in writing.

Where relevant and appropriate, the Parties may choose to sign separate legally binding agreements relating to such activities.

5. GOVERNANCE AND OVERSIGHT

The Parties recognise that this MoU provides a starting point for the development of structures which will support meaningful and impactful collaboration.

The MoU does not seek to establish a formal governance structure at this stage. The Parties commit as a priority to exploring opportunities to create a governance environment in which projects and initiatives deemed to deliver positive local outcomes can be authorised, resourced and pursued to the satisfaction of all partners. In the first instance, the Insights Hub will provide a focus for this.

6. ACTIVITIES AND MONITORING

The Parties agree to focus initial activity on building the capacity of the partnership in two ways: the creation of an Insights Hub, described in Schedule A, and the development of a Collaboration Framework to support a ‘pipeline’ approach to initiating and delivering a variety of concurrent projects (Schedule B). As an illustration of this approach, Schedule C contains a snapshot of projects currently in development or progress.

Alongside the emergence of these two initiatives, the parties will establish a ‘joint workplan’ to underpin these activities, including relevant milestones and measures to achieve agreed outcomes within an agreed timetable.

7. FINANCIAL ARRANGEMENTS

Any financial commitments will require a separate specific agreement between the Parties under the signature of duly authorised representatives of the Parties.

For the purpose of clarity, each party is responsible for all costs pertaining to that Party that arise out of the fulfilment of this Memorandum.

8. TERM OF THIS MEMORANDUM

This Memorandum will commence on [DATE TBC] and continue until further notice for five years from date of signature unless otherwise replaced or extended by mutual agreement, with an annual review of Joint Workplan delivery and achievements.

This Memorandum may be amended or varied from time to time provided that such amendment or variation is in writing, agreed and signed by all Parties.

This Memorandum may be terminated by any Party giving the other Parties a minimum of three months’ notice in writing.

9. COMMUNICATION

The primary individual contact for each Party in relation to this Memorandum of Understanding will be:

For Lancaster City Council

Name: Jez Bebbington
Role: Executive Support Manager
Tel: 01524 582011
Email: jbebbington@lancaster.gov.uk

For Lancaster University

Name: Sarah Rees
Role: Head of Stakeholder Relations
Tel: 07964 903967
Email: s.rees@lancaster.ac.uk

For ImaginationLancaster

Name: Professor Leon Cruickshank
Role: Director of Research, ImaginationLancaster
Email: l.cruickshank@lancaster.ac.uk

If the designated contact changes during the course of this Memorandum, it is agreed that a replacement will be substituted and contact details forwarded immediately in writing.

Neither party will communicate publicly about the matters covered in this agreement or use the logo or brand name of the other party without first discussing this and gaining the consent of that party.

10. INTELLECTUAL PROPERTY RIGHTS

All existing IP owned by or licensed to either Party will remain the property of such Party. Each Party grants to the other a non-exclusive, non-transferable licence for duration of this MoU to use such of its existing IP as is provided to the other Party for the purposes only of this MoU.

11. FORCE MAJEURE

No Party will be liable for failure to perform its obligations under this Memorandum if such failure results from circumstances which could not have been contemplated and which are beyond the Parties' reasonable control.

12. NON-EXCLUSIVITY

This proposal will not hinder any existing collaboration or any that will be established in the future by any Party with a third Party.

13. DISPUTES

In the event of any dispute emerging, the Parties agree to solve the problem by way of mutual and responsible negotiation. In the event there is a dispute which cannot be solved at the level of the University and Council partnership this will be referred to the **Accountable Officer of the University [NAME TBC]** and the Director of Corporate Services at Lancaster City Council, Sarah Davies who will agree a resolution.

14. DISCLAIMER

It should be noted that by signing this document or by participating in the University and Council partnership, the partners are not committing to legally binding obligations. It is intended that the partners remain independent of each other and that their collaboration and use of the term 'partner' does not constitute the creation of a legal entity, nor authorise the entry into a commitment for or on behalf of each other.

15. LAW AND JURISDICTION

This MoU is governed by English law. Any disputes which may arise between the Parties concerning this MoU, and not resolved by means the process outlined at 12. will be determined by the English courts and the Parties hereby submit to the exclusive jurisdiction of the English courts for such purpose.

16. AGREEMENT

The Parties confirm their agreement to the matters set out in this Memorandum of Understanding and any related schedules.

SIGNED by:

Duly authorised for and on behalf of the University of Lancaster
Role: Professor Andy Schofield (Vice-Chancellor)
Date:
Signed:

SIGNED by:

Duly authorised for and on behalf of Lancaster City Council
Kieran Keane (Chief Executive)
Date:
Signed: